band liable if his wife was living with him until her insanity on the ground that she has not voluntarily left him. *Goodale* v. *Lawrence* (1882) 88 N. Y. 513. A husband is also liable where he has abandoned his wife. *Davis* v. *St. Vincent's Inst. for Insane* (C. C. A. 1894) 61 Fed. 277. In a New York case, where the facts were similar to those of the instant case, there is strong dictum to the effect that the husband is not liable. See *Board of Supervisors* v. *Budlong* (1868) 51 Barb. 493, 516. Social policy would seem to dictate a contrary result. Either the husband or the taxpayers must maintain the insane wife and it is believed that the court in the instant case reached a sound conclusion in casting the burden on the husband.

ILLEGAL CONTRACTS—USE OF INFLUENCE TO OBTAIN ORDERS FROM GOVERNMENT.—The plaintiff was employed by the defendant to obtain orders from the government solely because of his supposed influence with persons of authority in England. *Held,* the contract was contrary to public policy and void. *Carr-Harris* v. *Canadian General Electric Co.* (1920) 68 Ont. L. R. 231.

It is undoubtedly true that one may employ an agent to procure contracts with the government. *Winpenny* v. *French* (1869) 18 Ohio St. 469. However, such agreements are carefully scrutinized. If the employee's compensation is contingent upon his success in the enterprise, the federal courts hold the contract void on the ground that a contingent fee is a strong incentive to the use of improper methods. *Tool Co.* v. *Norris* (1864) 2 Wall. 45; *Hazelton* v. *Sheckells* (1906) 202 U. S. 71, 26 Sup. Ct. 567. New York, on the other hand, holds such contracts valid unless it be shown that they actively require corruption in their performance. *Swift* v. *Aspell & Co.* (1903) 40 Misc. 453, 82 N. Y. Supp. 659; *Lyon* v. *Mitchell* (1867) 36 N. Y. 235. Where by his agreement an agent was bound to do everything in his power to accomplish the success of his employer's business, the contract was held void on the ground that it was broad enough to cover any services, secret or open, honest or dishonest, even though no misconduct was shown to have been contemplated. *Hyland* v. *Oregon Hassam Paving Co.* (1914) 74 Ore. 1, 144 Pac. 1160. If the employee is to use personal or political influence the contract is of course void. *Drake* v. *Lauer* (1904) 93 App. Div. 86, 86 N. Y. Supp. 986. The guiding principle of the courts in deciding these cases is whether or not the contracts tend to lead to inefficiency in the public service and to unnecessary expenditure of public funds. See *Tool Co.* v. *Norris, supra,* 54. In the words of Mr. Justice Holmes, "The objection to them rests in their tendency, not in what was done in the particular case." See *Hazleton* v. *Sheckells, supra,* 79.

INSURANCE—INVOLUNTARY MANSLAUGHTER OF INSURED BY BENEFICIARY—RECOVERY BY BENEFICIARY.—Where the death of the insured was caused by the negligence of the beneficiary, so that the latter was guilty of the felony of involuntary manslaughter under the Penal Code, *held,* that fact does not defeat recovery by the beneficiary on an accident insurance policy. *Throop* v. *Western Indemnity Co.* (Cal. 1920) 193 Pac. 263.

A beneficiary who murders the insured unquestionably is disqualified from recovering on a life insurance policy. See *N. Y. Mut. Life Ins. Co.* v. *Armstrong* (1886) 117 U. S. 591, 600, 6 Sup. Ct. 877. In such a case, the insurance company is generally held to be liable to the deceased's administrator who takes the proceeds for the benefit of those who would have been entitled to the insurance had no beneficiary been named. *Schmidt* v. *Northern Life Ass'n* (1900) 112 Iowa 41, 83 N. W. 800; *Welch* v. *Traveler's Ins. Co.* (1919) 178 N. Y. Supp. 748; (1920) 20 COLUMBIA LAW REV. 465. Mere negligence, however, where no fraud

can be shown, will not prevent the insured from recovering on a fire insurance policy, even though his negligence was the cause of the fire. *Gove* v. *Insurance Co.* (1868) 48 N. H. 41; see *Germ. Ins. Co. of Freeport* v. *Goodfriend* (1906) 30 Ky. Law Rep. 218, 222, 97 S. W. 1098; *First Nat. Bank* v. *U. S. F. & G. Co.* (1912) 150 Wis. 601, 610, 137 N. W. 742. Similarly, the insured may recover on a marine insurance policy, although he was negligent in the management of the ship. *Western Assurance Co.* v. *Towing Co.* (1907) 105 Md. 232, 65 Atl. 637; see *Mathews* v. *Howard Ins. Co.* (1854) 11 N. Y. 9, 14. A beneficiary who has killed the insured may recover the insurance money if, at the time of the killing, he was insane. *Holdom* v. *A. O. U. W.* (1896) 159 Ill. 619, 43 N. E. 772. To debar a beneficiary from recovery, his act must be an intentional wrong, unless the contract provides otherwise. See *Holdom* v. *A. O. U. W., supra,* 625. It follows, therefore, that if an act causing the death of the insured is involuntary, although it may constitute a felony under a penal code, it is included among the risks assumed by an accident insurance company, unless there is an express stipulation to the contrary. *Schreiner* v. *High Court of I. C. O. of F.* (1890) 35 Ill. App. 576. This is not in contravention of the policy prohibiting a murderer from recovering as beneficiary, since the purpose of that rule seems to be neither to punish nor to discourage crime, but rather to prevent a fraud from being perpetrated on the deceased insured. Hence, the conclusion in the instant case is sound.

INSURANCE—SUBROGATION—RIGHTS OF INSURED.—The insured sued the insurer and the railroad for the value of cotton alleged to have been destroyed through the latter's negligence. The insurer claimed from the railroad whatever the plaintiff recovered from it. The lower court held the insurer liable to the plaintiff and the railroad not liable to the insurer. *Held,* judgment reversed; the insurer had a right of subrogation against the railroad. *Hartford Fire Ins. Co.* v. *Tripett* (Tex. Civ. 1920) 223 S. W. 305.

The right of subrogation exists because the insurance contract is one of indemnity, and it is derived from the insured alone. *St. Louis etc. Ry.* v. *Commercial Ins. Co.* (1891) 139 U. S. 223, 11 Sup. Ct. 554. Hence, where the insured, by contract with the person who subsequently causes the loss, agrees that the insurance shall be for his benefit, the right of subrogation is defeated. *Phoenix Ins. Co.* v. *Erie Transportation Co.* (1886) 117 U. S. 312, 6 Sup. Ct. 1176. In the absence of contrary stipulations in the insurance policy, such an agreement between the insured and a third party is no defense in an action by the insured against the insurer. *Jackson Co.* v. *Boylston Mut. Ins. Co.* (1885) 139 Mass. 508, 2 N. E. 103; but *cf. Fayerweather* v. *Phoenix Ins. Co.* (1890) 118 N. Y. 324, 23 N. E. 192; *Packham* v. *German Fire Ins. Co.* (1900) 91 Md. 515, 46 Atl. 1066. Moreover, at common law if the loss exceeded the insurance, the insurer could not sue because the insured's claim could not be split up. *Continental Ins. Co.* v. *H. M. Loud, etc. Co.* (1892) 93 Mich. 139, 53 N. W. 394. The insured sued and if the recovery, plus the insurance paid, exceeded the loss, he held the excess as trustee for the insurer. *Southern Bell Tel. Co.* v. *Watts* (1895) 66 Fed. 461. But under codes, both the insurer and the insured must join as plaintiffs. *Home Mut. Ins. Co.* v. *O. R. & N. Co.* (1891) 20 Ore. 569, 26 Pac. 857. After payment of the whole loss by the insurer, he only can sue. *Allen* v. *Chicago, etc. Ry.* (1896) 94 Wisc. 93, 68 N. W. 873. In England, the insurer is subrogated to the insured's contract claims collateral to the property destroyed, even against persons not responsible for the loss. *Castellain* v. *Preston* (1883) 11 Q. B. D. 380. But the opposite and sound result has been reached in the United States. *Michael* v. *Prussian National Ins. Co.* (1902) 171 N. Y. 25, 63 N. E. 810. Since the right of subrogation arises out of a contract dealing only with indemnity for a loss,